

APPEAL NO. 022308  
FILED OCTOBER 24, 2002

This appeal arises pursuant to the Texas Workers' Compensation Act, TEX. LAB. CODE ANN. § 401.001 *et seq.* (1989 Act). A contested case hearing was held on August 15, 2002. The hearing officer determined that good cause does not exist to relieve the appellant (claimant) from the effects of the agreement approved on June 15, 2001. The claimant appeals this determination. The respondent (carrier) urges affirmance.

DECISION

We affirm.

In deciding whether the hearing officer's decision is sufficiently supported by the evidence, we will only consider the evidence admitted at the hearing. We will not generally consider evidence that was not submitted into the record and raised for the first time on appeal. Texas Workers' Compensation Commission Appeal No. 92255, decided July 27, 1992. To determine whether evidence offered for the first time on appeal requires that case be remanded for further consideration, we consider whether it came to the appellant's knowledge after the hearing, whether it is cumulative, whether it was through lack of diligence that it was not offered at the hearing, and whether it is so material that it would probably produce a different result. Texas Workers' Compensation Commission Appeal No. 93111, decided March 29, 1993; Black v. Wills, 758 S.W.2d 809 (Tex. App.-Dallas 1988, no writ). We do not find that to be the case with the office visit note dated June 7, 2002, which he attached to his request for review and, consequently, we will not consider it on appeal.

The hearing officer did not err in determining that good cause does not exist to relieve the claimant from the effects of the agreement, which was signed by the claimant on June 11, 2001. The attorney also signed the agreement. Section 410.030 provides that an agreement signed in accordance with Section 410.029 is binding on the insurance carrier, and the claimant, if represented by an attorney, through the conclusion of all matters relating to the claim, unless the Texas Workers' Compensation Commission or a court, based on a finding of fraud, newly discovered evidence or other good and sufficient cause, relieves either party of the effect of the agreement. The hearing officer determined that the claimant failed to meet his burden on the issue by a preponderance of the evidence. That determination is supported by sufficient evidence and is not so against the great weight and preponderance of the evidence as to compel its reversal on appeal. Cain v. Bain, 709 S.W.2d 175, 176 (Tex. 1986).

We affirm the hearing officer's decision and order.

The true corporate name of the insurance carrier is **OLD REPUBLIC INSURANCE COMPANY** and the name and address of its registered agent for service of process is

**PRENTICE-HALL CORPORATION SYSTEM, INC.  
800 BRAZOS  
AUSTIN, TEXAS 78701.**

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Judy L. S. Barnes  
Appeals Judge

CONCUR:

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Michael B. McShane  
Appeals Judge

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Margaret L. Turner  
Appeals Judge